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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 THADDEUS SHOLES, an individual;

12 Plaintiffs,

13 v.

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15 CITY OF LOS ANGELES; and DOES 1
16 through 50, inclusive,

17 Defendants.
18

CASE NO. CV23-06897-FMO-KS

Action Filed: August 22, 2023

Hon. Fernando M. Olguin, Ctrm. 6D, 6th Floor

Mag. Judge Karen L. Stevenson, Ctrm 580-Roybal

19 **[PROPOSED] PROTECTIVE ORDER**

20 1. A. PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential, proprietary,
22 or private information for which special protection from public disclosure and from use
23 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the
24 parties hereby stipulate to and petition the Court to enter the following Stipulated
25 Protective Order. The parties acknowledge that this Order does not confer blanket
26 protections on all disclosures or responses to discovery and that the protection it affords
27 from public disclosure and use extends only to the limited information or items that are
28 entitled to confidential treatment under the applicable legal principles. The parties further

1 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order
2 does not entitle them to file confidential information under seal; Civil Local Rule 79-5
3 sets forth the procedures that must be followed and the standards that will be applied
4 when a party seeks permission from the court to file material under seal.

5 **B. GOOD CAUSE STATEMENT**

6 This action involves the City of Los Angeles (the “City”) through members of the
7 City’s Los Angeles Police Department (“LAPD”). The nature of the incident that gives
8 rise to Plaintiff’s suit and Plaintiff’s claims and allegations, will result in discovery
9 production that includes: police reports and evidence; investigation reports and evidence;
10 peace officer personnel materials; information implicating the privacy rights of third
11 parties (i.e., bystander witnesses, emergency personnel information); and other private
12 and confidential materials for which require special protection from public disclosure.

13 Specifically, Plaintiff is seeking materials and information that Defendant City
14 maintains as confidential such as personnel files of the police and/or sworn officers
15 involved in this incident, Internal Affairs materials and information, video recordings,
16 audio recordings, photographs, Force Investigation Division materials and information
17 and other administrative materials and information currently in the possession of
18 Defendant and which Defendant believes need special protection from public disclosure
19 and from use for any purpose other than prosecuting this litigation. Plaintiff may also
20 seek official information contained in the personnel files of the police and/or sworn
21 officers involved in the subject incident, which Defendant maintains as strictly
22 confidential and which Defendant believes needs special protection from public
23 disclosure and from use for any purpose other than prosecuting this litigation.

24 Defendant asserts that the confidentiality of the materials and information sought
25 by Plaintiff is recognized by California and federal law, as evidenced inter alia by
26 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
27 511 F.2d 192, 198 (9th Cir. 1975), *aff’d*, 426 U.S. 394 (1976). Defendants have not
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1 publicly released the materials and information referenced above except under protective
2 order or pursuant to a court order, if at all. The personnel materials and information are
3 of the type that has been used to initiate disciplinary action against the City's respective
4 employees, and has been used as evidence in disciplinary proceedings, where the
5 employee conduct was considered to be contrary to policy.

6 Defendant contends that absent a protective order delineating the responsibilities
7 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary
8 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,
9 paralegals and expert witnesses involved in this case, as well as the corollary risk of
10 embarrassment, harassment and professional and legal harm on the part of the City's
11 employees referenced in the materials and information.

12 Defendant also contends that the unfettered disclosure of the materials and
13 information, absent a protective order, would allow the media to share this information
14 with potential jurors in the area, impacting the rights of Defendant herein to receive a fair
15 trial.

16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution
17 of disputes over confidentiality of discovery materials, to adequately protect information
18 the parties are entitled to keep confidential, to ensure that the parties are permitted
19 reasonable necessary uses of such material in preparation for and in the conduct of trial,
20 to address their handling at the end of the litigation, and serve the ends of justice, a
21 protective order for such information is justified in this matter. It is the intent of the parties
22 that information will not be designated as confidential for tactical reasons and that
23 nothing be so designated without a good faith belief that it has been maintained in a
24 confidential, non-public manner, and there is good cause why it should not be part of the
25 public record of this case.

1 Plaintiff agrees that there is Good Cause for a Protective Order so as to preserve
2 the respective interests of the parties while streamlining the process of resolving any
3 disagreements.

4 The parties therefore stipulate that there is Good Cause for, and hereby jointly
5 request that the honorable Court issue a Protective Order regarding confidential
6 documents consistent with the terms and provisions of this Stipulation. However, the
7 entry of a Protective Order by the Court pursuant to this Stipulation shall not be construed
8 as any ruling by the Court on the aforementioned legal statements or privilege claims in
9 this section, no shall this section be construed as part of any such Court Order.

10 2. DEFINITIONS

11 2.1 Action: Thaddeus Sholes v. City of Los Angeles, et al. Case No. CV23-06897-
12 FMO-KS.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is
16 generated, stored or maintained) or tangible things that qualify for protection under
17 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
18 Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or items
22 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of the
24 medium or manner in which it is generated, stored, or maintained (including, among other
25 things, testimony, transcripts, and tangible things), that are produced or generated in
26 disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
2 to the litigation who has been retained by a Party or its counsel to serve as an expert
3 witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action. House
5 Counsel does not include Outside Counsel of Record or any other outside counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or other
7 legal entity not named as a Party to this action

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
9 Action but are retained to represent or advise a party to this Action and have appeared in
10 this Action on behalf of that party or are affiliated with a law firm which has appeared on
11 behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
16 Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
20 their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is designated
22 as "CONFIDENTIAL."

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from
24 a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
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1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Once a case proceeds to trial, all of the information that was designated as
8 confidential or maintained pursuant to this protective order becomes public and will be
9 presumptively available to all members of the public, including the press, unless
10 compelling reasons supported by specific factual findings to proceed otherwise are made
11 to the trial judge in advance of the trial. *See Kamakana v. City and County of Honolulu*,
12 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
13 documents produced in discovery from “compelling reasons” standard when merits-
14 related documents are part of court record). Accordingly, the terms of this protective
15 order do not extend beyond the commencement of the trial.

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order will remain in effect as to all Protected Material that was not
18 introduced or not admitted into evidence at trial until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition will be deemed
20 to be the later of (1) dismissal of all claims and defenses in this Action, with or without
21 prejudice; and (2) final judgment herein after the completion and exhaustion of all
22 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
23 for filing any motions or applications for extensions of time pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
26 Party or Non-Party that designates information or items for protection under this Order
27 must take care to limit any such designation to specific material that qualifies under the
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1 appropriate standards. The Designating Party must designate for protection only those
2 parts of material, documents, items, or oral or written communications that qualify so that
3 other portions of the material, documents, items, or communications for which protection
4 is not warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
6 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
7 to unnecessarily encumber the case development process or to impose unnecessary
8 expenses and burdens on other parties) may expose the Designating Party to sanctions. If
9 it comes to a Designating Party's attention that information or items that it designated for
10 protection do not qualify for protection, that Designating Party must promptly notify all
11 other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under
15 this Order must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each
21 page that contains protected material. If only a portion or portions of the
22 material on a page qualifies for protection, the Producing Party also must
23 clearly identify the protected portion(s) (e.g., by making appropriate
24 markings in the margins).

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26 A Party or Non-Party that makes original documents available for inspection need
27 not designate them for protection until after the inspecting Party has indicated which
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1 documents it would like copied and produced. During the inspection and before the
2 designation, all of the material made available for inspection shall be deemed
3 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
4 copied and produced, the Producing Party must determine which documents, or portions
5 thereof, qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
7 that contains Protected Material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly identify the protected
9 portion(s) (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify the
11 Disclosure or Discovery Material on the record, before the close of the deposition all
12 protected testimony.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior
15 of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
17 the Producing Party, to the extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
19 designate qualified information or items does not, standing alone, waive the Designating
20 Party’s right to secure protection under this Order for such material. Upon timely
21 correction of a designation, the Receiving Party must make reasonable efforts to assure
22 that the material is treated in accordance with the provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
25 confidentiality at any time that is consistent with the Court’s Scheduling Order.
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1 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute
 2 resolution process set forth in the Court's Procedures and Schedules. see
 3 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

4 6.3 The burden of persuasion in any such challenge proceeding shall be on the
 5 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
 6 to harass or impose unnecessary expenses and burdens on other parties) may expose the
 7 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
 8 the confidentiality designation, all parties shall continue to afford the material in question
 9 the level of protection to which it is entitled under the Producing Party's designation until
 10 the Court rules on the challenge.

11 12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 14 disclosed or produced by another Party or by a Non-Party in connection with this Action
 15 only for prosecuting, defending, or attempting to settle this Action. Such Protected
 16 Material may be disclosed only to the categories of persons and under the conditions
 17 described in this Order. When the Action has been terminated, a Receiving Party must
 18 comply with the provisions of section 13 below (FINAL DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
 20 location and in a secure manner that ensures that access is limited to the persons
 21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 23 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 24 may disclose any information or item designated "CONFIDENTIAL" only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
 26 employees of said Outside Counsel of Record to whom it is reasonably necessary to
 27 disclose the information for this Action;

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
4 reasonably necessary for this Action and who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to
9 whom disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a custodian
12 or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action
14 to whom disclosure is reasonably necessary provided: (1) the deposing party requests that
15 the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted
16 to keep any confidential information unless they sign the “Acknowledgment and
17 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party
18 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
19 depositions that reveal Protected Material may be separately bound by the court reporter
20 and may not be disclosed to anyone except as permitted under this Stipulated Protective
21 Order; and

22 (i) any mediator or settlement officer, and their supporting personnel, mutually
23 agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 2 OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation that
 4 compels disclosure of any information or items designated in this Action as
 5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
 7 include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue
 9 in the other litigation that some or all of the material covered by the subpoena or order is
 10 subject to this Protective Order. Such notification shall include a copy of this Stipulated
 11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the
 15 subpoena or court order shall not produce any information designated in this action as
 16 “CONFIDENTIAL” before a determination by the court from which the subpoena or
 17 order issued, unless the Party has obtained the Designating Party’s permission. The
 18 Designating Party shall bear the burden and expense of seeking protection in that court
 19 of its confidential material and nothing in these provisions should be construed as
 20 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
 21 from another court.

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 23 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a NonParty
 26 in this Action and designated as “CONFIDENTIAL.” Such information produced by
 27 Non-Parties in connection with this litigation is protected by the remedies and relief
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1 provided by this Order. Nothing in these provisions should be construed as prohibiting a
2 Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a
4 Non-Party's confidential information in its possession, and the Party is subject to an
5 agreement with the Non-Party not to produce the Non-Party's confidential information,
6 then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party that some
8 or all of the information requested is subject to a confidentiality agreement with a Non-
9 Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order
11 in this Action, the relevant discovery request(s), and a reasonably specific description of
12 the information requested; and

13 (3) make the information requested available for inspection by the Non-Party, if
14 requested. (c) If the Non-Party fails to seek a protective order from this court within 14
15 days of receiving the notice and accompanying information, the Receiving Party may
16 produce the Non-Party's confidential information responsive to the discovery request. If
17 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
18 information in its possession or control that is subject to the confidentiality agreement
19 with the Non-Party before a determination by the court. Absent a court order to the
20 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
21 court of its Protected Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
26 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
27 all unauthorized copies of the Protected Material, (c) inform the person or persons to
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1 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
2 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
3 that is attached hereto as Exhibit A.

4 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
5 PROTECTED MATERIAL

6 When a Producing Party gives notice to Receiving Parties that certain inadvertently
7 produced material is subject to a claim of privilege or other protection, the obligations of
8 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
9 This provision is not intended to modify whatever procedure may be established in an e-
10 discovery order that provides for production without prior privilege review. Pursuant to
11 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the
12 effect of disclosure of a communication or information covered by the attorney-client
13 privilege or work product protection, the parties may incorporate their agreement in the
14 stipulated protective order submitted to the court.

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16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person
18 to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
20 Order no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated
22 Protective Order. Similarly, no Party waives any right to object on any ground to use in
23 evidence of any of the material covered by this Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
25 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
26 under seal pursuant to a court order authorizing the sealing of the specific Protected
27 Material at issue. If a Party's request to file Protected Material under seal is denied by the
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1 court, then the Receiving Party may file the information in the public record unless
2 otherwise instructed by the court.

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4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60 days
6 of a written request by the Designating Party, each Receiving Party must return all
7 Protected Material to the Producing Party or destroy such material. As used in this
8 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
9 summaries, and any other format reproducing or capturing any of the Protected Material.
10 Whether the Protected Material is returned or destroyed, the Receiving Party must submit
11 a written certification to the Producing Party (and, if not the same person or entity, to the
12 Designating Party) by the 60 day deadline that (1) identifies (by category, where
13 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that
14 the Receiving Party has not retained any copies, abstracts, compilations, summaries or
15 any other format reproducing or capturing any of the Protected Material. Notwithstanding
16 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
17 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
18 deposition and trial exhibits, expert reports, attorney work product, and consultant and
19 expert work product, even if such materials contain Protected Material. Any such archival
20 copies that contain or constitute Protected Material remain subject to this Protective Order
21 as set forth in Section 4 (DURATION).

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1 14. Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary sanctions.
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4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 DATED: February 16, 2024 HARRIS & HAYDEN
7

8 /s/
9 JOHN W. HARRIS, Esq.
HERBERT HAYDEN, Esq.
Attorneys for Plaintiff THADDEUS SHOLES

10 DATED: February 16, 2024 **HYDEE FELDSTEIN SOTO**, City Attorney
11 **DENISE C. MILLS**, Chief Deputy City Attorney
12 **SCOTT MARCUS**, Chief Asst. City Attorney
13 **CORY M. BRENT**, Senior Assistant City Attorney

By: /s/ Rebecca E. Hunter

14 **REBECCA E. HUNTER**¹, Deputy City Attorney
15 *Attorneys for Defendant CITY OF LOS ANGELES*

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
17

18 DATED: February 16, 2024

19 *Karen L. Stevenson*
Honorable Karen L. Stevenson
Chief United States Magistrate Judge

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26 ¹ Pursuant to Local Rule 5 5-4.3.4(a)(2)(i), I attest that the other signatories listed,
27 and on whose behalf the filing is submitted, concur in the filing's content and have
28 authorized the filing.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California on [date] in the
case of ***Thaddeus Sholes v. City of Los Angeles et al***; Case No. 2:23-cv-06897-FMO-
KS. I agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action or
any proceedings related to enforcement of this Stipulated Protective Order. Date:

City and State where sworn and signed: _____

Printed name: _____

Signature: _____